

(2) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

☒ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (JUL 1995), with Alternate I (OCT 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

☐ (2) 52.219-3, Notice of HUBZone Small Business Set-Aside (Jan 1999) (15 U.S.C. 657a).

☐ (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JUL 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

☐ (4) [Removed].

☐ (5)(i) 52.219-6, Notice of Total Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

☐ (ii) Alternate I (OCT 1995) of 52.219-6.

☐ (iii) Alternate II (MAR 2004) of 52.219-6.

☐ (6)(i) 52.219-7, Notice of Partial Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

☐ (ii) Alternate I (OCT 1995) of 52.219-7.

☐ (iii) Alternate II (MAR 2004) of 52.219-7.

☒ (7) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637 (d)(2) and (3)).

☒ (8)(i) 52.219-9, Small Business Subcontracting Plan (JUL 2005) (15 U.S.C. 637(d)(4)).

☒ (ii) Alternate I (OCT 2001) of 52.219-9

☒ (iii) Alternate II (OCT 2001) of 52.219-9.

☒ (9) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).

☐ (10)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (SEP 2005) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

☐ (ii) Alternate I (JUNE 2003) of 52.219-23.

☐ (11) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (OCT 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

☐ (12) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

☐ (13) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004).

☒ (14) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).

- ☒ (15) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (JAN 2006) (E.O. 13126).
- ☒ (16) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).
- ☒ (17) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).
- ☒ (18) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).
- ☒ (19) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).
- ☒ (20) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).
- ☒ (21) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).
- ☒ (22)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (AUG 2000) (42 U.S.C. 6962(c)(3)(A)(ii)).
- ☐ (ii) Alternate I (AUG 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(c)).
- ☐ (23) 52.225-1, Buy American Act--Supplies (JUNE 2003) (41 U.S.C. 10a-10d).
- ☐ (24)(i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (APR 2006) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L. 108-77, 108-78, 108-286).
- ☐ (ii) Alternate I (JAN 2004) of 52.225-3.
- ☐ (iii) Alternate II (JAN 2004) of 52.225-3.
- ☐ (25) 52.225-5, Trade Agreements (APR 2006) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- ☒ (26) 52.225-13, Restrictions on Certain Foreign Purchases (FEB 2006) (E.O.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of Treasury).
- Reserved.
- Reserved.
- ☐ (29) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- ☐ (30) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- ☒ (31) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).
- ☐ (32) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).
- ☒ (33) 52.232-36, Payment by Third Party (MAY 1999) (31 U.S.C. 3332).

____ (34) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

____ (35)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).

____ (ii) Alternate I (APR 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: [Contracting Officer check as appropriate.]

____ (1) 52.222-41, Service Contract Act of 1965, as Amended (JUL 2005) (41 U.S.C. 351, et seq.).

____ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

____ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

____ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (February 2002) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

____ (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreements (CBA) (May 1989) (41 U.S.C. 351, et seq.).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vi) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (April 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (December 2001) (38 U.S.C. 4212).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).

(v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).

(vi) 52.222-41, Service Contract Act of 1965, as Amended (Jul 2005), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).

(vii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor May include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

52.214-4705 SIGNATURE AUTHORITY

(a) The individual signing this offer must have authority to bind the offeror to a contract. FAR 4.102(a) through (e) require that the contracting officer have specific evidence of the signer's authority to bind the offeror. This evidence of authority is a condition that must be met before the contracting officer can execute any contract resulting from this solicitation.

(b) Offerors must provide evidence, appropriate to their business category, of the signer's authority to bind them on a contract. This evidence may be:

(1) Furnished as an attachment to its offer; or

(2) Identified in its offer by specific reference to an earlier offer submitted to this buying office within the past 12 months, where the signer's authority was confirmed by attachment to that offer; or

(3) Furnished upon receipt of a specific request for the information from the contracting officer. (Note that, per FAR 52.214-12(b) and 52.215-13(b), agents signing on behalf of another offeror must provide evidence of their authority per (b)(1) or (2) above.)

52.214-4713 TECHNICAL LITERATURE--SUPPORTIVE DOCUMENTATION (OCT 1993)

(a) Technical literature must be furnished with the proposal. The literature must be identified to show the item in the offer to which it pertains. The technical literature is required to establish, for the purposes of proposal evaluation and award, details of the products the offeror proposes to furnish. Technical literature on the items proposed must explain in detail the functional capabilities, logical operation, exact speed and capacities, limits, configuration rules, features, and interfaces.

(b) Failure of the technical literature to show that the products offered conform to the specifications and other requirements of this Request for Proposal may cause rejection of an offer.

52.214-4803 TECHNICAL LITERATURE (OCT 1993)

(a) With offer, the offeror shall furnish technical literature that has been used to market the proposed equipment. The technical literature will be used to technically evaluate the offers and shall show that the proposed equipment meets the requirements of the specification, specifically the technical features shown below:

Gloves, 4550 size small, med, large, xlarge

"Sponge nitrile" meets this requirement as an extra-absorbent nitrile dip that conforms and adheres to the nylon shell. Gloves must also meet the following characteristics: flat-dip sponge nitrile, sanitized seamless nylon liner, knit wrist. Made in USA.

Gloves, 4560 size small, med, large, xlarge

"Sponge nitrile" meets this requirement as an extra-absorbent nitrile dip that conforms and adheres to the nylon shell. Gloves must also meet the following characteristics: flat-dip sponge nitrile, seamless aramid liner, Cut Level 3, knit wrist. Made in USA.

(b) The features required above to be shown in the technical literature are necessary to determine the offeror's technical acceptance. If the offeror's preprinted literature does not show all these features, the offeror may attach a letter or supplemental information to the literature describing those required features. All literature and supplemental information shall be in US Customary System of Measurements and in the English language.

(c) The failure of technical literature to show that the product offered conforms to the requirements of this solicitation may require rejection of the offer.

52.214-4804 EVALUATION CRITERIA (OCT 1993)

Award will be made to the responsible offeror whose offer, conforming to the solicitation, will be most advantageous to the Government, considering price and price related factors.

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 60 DAYS; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 YEARS.

(End of clause)

52.223-9 ESTIMATE OF PERCENTAGE OF RECOVERED MATERIAL CONTENT FOR EPA-
DESIGNATED PRODUCTS (AUG 2000)

(a) Definitions. As used in this clause--

Postconsumer material means a material or finished product that has served its intended use and has been discarded for disposal or recovery, having completed its life as a consumer item. Postconsumer material is a part of the broader category of "recovered material."

Recovered material means waste materials and by-products recovered or diverted from solid waste, but the term does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process.

(b) The Contractor, on completion of this contract, shall--

(1) Estimate the percentage of the total recovered material used in contract performance, including, if applicable, the percentage of postconsumer material content; and

(2) Submit this estimate to _____ [Contracting Officer complete in accordance with agency procedures].

(End of clause)

52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)

Funds are not presently available for performance under this contract beyond _____. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond _____, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

(End of clause)

52.233-2 SERVICE OF PROTEST (AUG 1996)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from

Directorate of Contracting
ATTN: AMSTA-AN-CT (Bldg 221)
Anniston Army Depot
7 Frankford Ave
Anniston, AL 36201-4199

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

52.246-4001 PACKAGING (OCT 1993)

In accordance with ASTM Designation D 3951-90, Standard Practice for Commercial Packaging, material covered by this contract will be acceptable with supplier's "off-the-shelf" or "over-the-counter" packaging providing:

- (1) Cleanliness: Items shall be free of dirt and other contaminants which would contribute to deterioration of the item or which would require cleaning by the customer prior to use. Coatings and preservatives applied to the item for protection are not considered contaminants.
- (2) Preservation: Items susceptible to corrosion or deterioration shall be provided protection such as preservative coatings, volatile corrosion inhibitors, or desiccated unit packs.
- (3) Cushioning: Items requiring protection from physical and mechanical damage or which are fragile in nature shall be protected by wrapping, cushioning, pack compartmentization, cartonizing, or other means to mitigate shock and vibration during handling and shipment.
- (4) The quantity per unit pack shall be the same as that used in commercial distribution or over-the-counter retail sales.
- (5) The individual items not unit-packed may either be packed in shipping containers or shall comply with the regulations of the carrier used.
- (6) The exterior (shipping) containers shall contain a packing list or other documentation setting forth contents and shall be addressed as specified in the "Ship To" portion of this order.
- (7) Shipping Containers: The shipping container (including any necessary blocking, bracing, cushioning, and waterproofing) shall comply with the regulations of the carrier used and shall provide safe delivery to the destination.

52.246-4002 MARKING

Unless otherwise specified, exterior packs shall, as a minimum, be marked as follows by any means that provides legibility and durability:

- a. National Stock Number (NSN), Management Control Number (MCN), or Part Number.
- b. Noun.
- c. Quantity, unit, and unit of issue.
- d. Contract, Purchase Order, or Delivery Order number.
- e. _____ This is a Property Book Item.

If e. above is checked, add to marking on packing list. Receiving: Notify Property Book Office at Ext. 6270.

NOTE: When a discount is offered to the Government as consideration for expediting payment, request the face of the packing slip and invoice be annotated "DISCOUNT OFFERED."

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://www.arnet.gov>
<http://farsite.hill.af.mil>
<http://www.procnet.anad.army.mil>
(Local Links, Reference Library, 13=DFARS, 22=FAR)

(End of provision

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov>
<http://farsite.hill.af.mil>
<http://www.procnet.anad.army.mil>
(Local Links, Reference Library, 13=DFARS, 22=FAR)

(End of clause)

252.211-7003 ITEM IDENTIFICATION AND VALUATION (JUN 2005)

(a) Definitions. As used in this clause'

Automatic identification device means a device, such as a reader or interrogator, used to retrieve data encoded on machine-readable media.

Concatenated unique item identifier means--

(1) For items that are serialized within the enterprise identifier, the linking together of the unique identifier data elements in order of the issuing agency code, enterprise identifier, and unique serial number within the enterprise identifier; or

(2) For items that are serialized within the original part, lot, or batch number, the linking together of the unique identifier data elements in order of the issuing agency code; enterprise identifier; original part, lot, or batch number; and serial number within the original part, lot, or batch number.

Data qualifier means a specified character (or string of characters) that immediately precedes a data field that defines the general category or intended use of the data that follows.

DoD recognized unique identification equivalent means a unique identification method that is in commercial use and has been recognized by DoD. All DoD recognized unique identification equivalents are listed at <http://www.acq.osd.mil/dpap/UID/equivalents.html>.

DoD unique item identification means a system of marking items delivered to DoD with unique item identifiers that have machine-readable data elements to distinguish an item from all other like and unlike items. For items that are serialized within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier and a unique serial number. For items that are serialized within the part, lot, or batch number within the

enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier; the original part, lot, or batch number; and the serial number.

Enterprise means the entity (e.g., a manufacturer or vendor) responsible for assigning unique item identifiers to items.

Enterprise identifier means a code that is uniquely assigned to an enterprise by an issuing agency.

Government's unit acquisition cost means--

- (1) For fixed-price type line, subline, or exhibit line items, the unit price identified in the contract at the time of delivery;
- (2) For cost-type or undefinitized line, subline, or exhibit line items, the Contractor's estimated fully burdened unit cost to the Government at the time of delivery; and
- (3) For items produced under a time-and-materials contract, the Contractor's estimated fully burdened unit cost to the Government at the time of delivery.

Issuing agency means an organization responsible for assigning a non-repeatable identifier to an enterprise (i.e., Dun & Bradstreet's Data Universal Numbering System (DUNS) Number, Uniform Code Council (UCC)/EAN International (EAN) Company Prefix, or Defense Logistics Information System (DLIS) Commercial and Government Entity (CAGE) Code).

Issuing agency code means a code that designates the registration (or controlling) authority for the enterprise identifier.

Item means a single hardware article or a single unit formed by a grouping of subassemblies, components, or constituent parts.

Lot or batch number means an identifying number assigned by the enterprise to a designated group of items, usually referred to as either a lot or a batch, all of which were manufactured under identical conditions.

Machine-readable means an automatic identification technology media, such as bar codes, contact memory buttons, radio frequency identification, or optical memory cards.

Original part number means a combination of numbers or letters assigned by the enterprise at item creation to a class of items with the same form, fit, function, and interface.

Parent item means the item assembly, intermediate component, or subassembly that has an embedded item with a unique item identifier or DoD recognized unique identification equivalent.

Serial number within the enterprise identifier means a combination of numbers, letters, or symbols assigned by the enterprise to an item that provides for the differentiation of that item from any other like and unlike item and is never used again within the enterprise.

Serial number within the part, lot, or batch number means a combination of numbers or letters assigned by the enterprise to an item that provides for the differentiation of that item from any other like item within a part, lot, or batch number assignment.

Serialization within the enterprise identifier means each item produced is assigned a serial number that is unique among all the tangible items produced by the enterprise and is never used again. The enterprise is responsible for ensuring unique serialization within the enterprise identifier.

Serialization within the part, lot, or batch number means each item of a particular part, lot, or batch number is assigned a unique serial number within that part, lot, or batch number assignment. The enterprise is responsible for ensuring unique serialization within the part, lot, or batch number within the enterprise identifier.

Unique item identifier means a set of data elements marked on items that is globally unique and unambiguous.

Unique item identifier type means a designator to indicate which method of uniquely identifying a part has been used. The current list of accepted unique item identifier types is maintained at <http://www.acq.osd.mil/dpap/UID/uid--types.html>.

(b) The Contractor shall deliver all items under a contract line, subline, or exhibit line item.

(c) DoD unique item identification or DoD recognized unique identification equivalents.

(1) The Contractor shall provide DoD unique item identification, or a DoD recognized unique identification equivalent, for--

(i) All delivered items for which the Government's unit acquisition cost is \$5,000 or more; and

(ii) The following items for which the Government's unit acquisition cost is less than \$5,000:

Contract line, subline, or exhibit line	
item No.	Item description:

(iii) Subassemblies, components, and parts embedded within delivered items as specified in Attachment Number ----.

(2) The concatenated unique item identifier and the component data elements of the DoD unique item identification or DoD recognized unique identification equivalent shall not change over the life of the item.

(3) Data syntax and semantics of DoD unique item identification and DoD recognized unique identification equivalents. The Contractor shall ensure that--

(i) The encoded data elements (except issuing agency code) of the unique item identifier are marked on the item using one of the following three types of data qualifiers, as determined by the Contractor:

(A) Data Identifiers (DIs) (Format 06) in accordance with ISO/IEC International Standard 15418, Information Technology ``EAN/UCC Application Identifiers and ANSI MH 10 Data Identifiers and ANSI MH 10 Data Identifiers and Maintenance.

(B) Application Identifiers (AIs) (Format 05), in accordance with ISO/IEC International Standard 15418, Information Technology ``EAN/UCC Application Identifiers and ANSI MH 10 Data Identifiers and ANSI MH 10 Data Identifiers and Maintenance.

(C) Text Element Identifiers (TEIs), in accordance with the DoD collaborative solution ``DD" format for use until the solution is approved by ISO/IEC JTC1 SC 31. The ``DD" format is described in Appendix D of the DoD Guide to Uniquely Identifying Items, available at <http://www.acq.osd.mil/dpap/UID/guides.htm>; and

(ii) The encoded data elements of the unique item identifier conform to ISO/IEC International Standard 15434, Information Technology--Syntax for High Capacity Automatic Data Capture Media.

(4) DoD unique item identification and DoD recognized unique identification equivalents.

(i) The Contractor shall--

(A) Determine whether to serialize within the enterprise identifier or serialize within the part, lot, or batch number; and

(B) Place the data elements of the unique item identifier (enterprise identifier; serial number; and for serialization within the part, lot, or batch number only; original part, lot, or batch number) on items requiring marking by paragraph (c)(1) of this clause, based on the criteria provided in the version of MIL-STD-130, Identification Marking of U.S. Military Property, cited in the contract Schedule.

(ii) The issuing agency code--

(a) Shall not be placed on the item; and

(B) Shall be derived from the data qualifier for the enterprise identifier.

(d) For each item that requires unique item identification under paragraph (c)(1)(i) or (ii) of this clause, in addition to the information provided as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the Contractor shall report at the time of delivery, either as part of, or associated with, the Material Inspection and Receiving Report, the following information:

(1) Concatenated unique item identifier; or DoD recognized unique identification equivalent.

(2) Unique item identifier type.

(3) Issuing agency code (if concatenated unique item identifier is used).

(4) Enterprise identifier (if concatenated unique item identifier is used).

(5) Original part number.

(6) Lot or batch number.

(7) Current part number (if not the same as the original part number).

(8) Current part number effective date.

(9) Serial number.

(10) Government's unit acquisition cost.

(e) For embedded DoD serially managed subassemblies, components, and parts that require unique item identification under paragraph (c)(1)(iii) of this clause, the Contractor shall report at the time of delivery, either as part of, or associated with the Material Inspection and Receiving Report specified elsewhere in this contract, the following information:

(1) Concatenated unique item identifier or DoD recognized unique identification equivalent of the parent item delivered under a contract line, subline, or exhibit line item that contains the embedded subassembly, component, or part.

(2) Concatenated unique item identifier or DoD recognized unique identification equivalent of the embedded subassembly, component, or part.

(3) Unique item identifier type.**

(4) Issuing agency code (if concatenated unique item identifier is used). **

(5) Enterprise identifier (if concatenated unique item identifier is used). **

(6) Original part number. **

(7) Lot or batch number. **

(8) Current part number (if not the same as the original part number. **

(9) Current part number effective date. **

(10) Serial number. **

(11) Unit of measure.

(12) Description.

** Once per item.

(f) The Contractor shall submit the information required by paragraphs (d) and (e) of this clause in accordance with the data submission procedures at <http://www.acq.osd.mil/dpap/UID/DataSubmission.htm>.

(g) Subcontracts. If paragraph (c)(1) of this clause applies, the Contractor shall include this clause, including this paragraph (g), in all subcontracts issued under this contract.

(End of clause)

252.212-7000 OFFEROR REPRESENTATIONS AND CERTIFICATIONS- COMMERCIAL ITEMS. (JUN 2005)

(a) Definitions.

As used in this clause-

(1) Foreign person means any person other than a United States person as defined in Section 16(2) of the Export Administration Act of 1979 (50 U.S.C. App. Sec. 2415).

(2) United States means the 50 States, the District of Columbia, outlying areas, and the outer Continental Shelf as defined in 43 U.S.C. 1331.

(3) United States person is defined in Section 16(2) of the Export Administration Act of 1979 and means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concern, as determined under regulations of the President.

(b) Certification.

By submitting this offer, the Offeror, if a foreign person, company or entity, certifies that it -

- (1) Does not comply with the Secondary Arab Boycott of Israel; and
- (2) Is not taking or knowingly agreeing to take any action, with respect to the Secondary Boycott of Israel by Arab countries, which 50 U.S.C. App. Sec. 2407(a) prohibits a United States person from taking.
- (c) Representation of Extent of Transportation by Sea. (This representation does not apply to solicitations for the direct purchase of ocean transportation services).

(1) The Offeror shall indicate by checking the appropriate blank in paragraph (c)(2) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term "supplies" is defined in the Transportation of Supplies by Sea clause of this solicitation.

(2) Representation.

The Offeror represents that it-

☐ Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

☒ Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(3) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea Clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense Federal Acquisition Regulation Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of clause)

252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (MAR 2006)

(a) The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause which, if checked, is included in this contract by reference to implement a provision of law applicable to acquisitions of commercial items or components.

☒ 52.203-3 Gratuities (APR 1984) (10 U.S.C. 2207).

(b) The Contractor agrees to comply with any clause that is checked on the following list of Defense FAR Supplement clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.

☒ 252.205-7000 Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416).

☒ 252.219-7003 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts) (APR 1996) (15 U.S.C. 637).

☒ 252.219-7004 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (Test Program) (JUN 1997) (15 U.S.C. 637 note).

☒ 252.225-7001 Buy American Act and Balance of Payments Program (JUN 2005) (41 U.S.C. 10a-10d, E.O. 10582).).

☒ 252.225-7012 Preference for Certain Domestic Commodities (JUN 2004) (10 U.S.C. 2533a).

☒ 252.225-7014 Preference for Domestic Specialty Metals (JUN 2005) (10 U.S.C. 2533a).

☒ 252.225-7015 Restriction on Acquisition of Hand or Measuring Tools (JUN 2005) (10 U.S.C. 2533a).

☒ 252.225-7016 Restriction on Acquisition of Ball and Roller Bearings (MAR 2006) (Section 8065 of Public Law 107-117 and the same restriction in subsequent DoD appropriations acts).

☒ 252.225-7021 Trade Agreements (FEB 2006) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).

☐ 252.225-7027 Restriction on Contingent Fees for Foreign Military Sales (APR 2003) (22 U.S.C. 2779).

☐ 252.225-7028 Exclusionary Policies and Practices of Foreign Governments (APR 2003) (22 U.S.C. 2755).

☐ 252.225-7036 Buy American Act--Free Trade Agreements--Balance of Payments Program (JUN 2005) (-----
- Alternate I) (JAN 2005) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).

☒ 252.225-7038 Restriction on Acquisition of Air Circuit Breakers (JUN 2005) (10 U.S.C. 2534(a)(3)).

☒ 252.226-7001 Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (SEP 2004) (Section 8021 of Public Law 107-248 and similar sections in subsequent DoD appropriations acts).

☐ 252.227-7015 Technical Data--Commercial Items (NOV 1995) (10 U.S.C. 2320).

☐ 252.227-7037 Validation of Restrictive Markings on Technical Data (SEP 1999) (10 U.S.C. 2321).

☒ 252.232-7003 Electronic Submission of Payment Requests (JAN 2004) (10 U.S.C. 2227).

☐ 252.237-7019 Training for Contractor Personnel Interacting with Detainees (SEP 2005) (Section 1092 of Pub. L. 108-375).

☒ 252.243-7002 Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).

☒ 252.247-7023 Transportation of Supplies by Sea (MAY 2002) (☐ Alternate I) (MAR 2000)
(☐ Alternate II) (MAR 2000) (☐ Alternate III (May 2002).

☐ 252.247-7024 Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause of this contract (Federal Acquisition Regulation 52.212-5), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

252.225-7014 Preference for Domestic Specialty Metals, Alternate I (APR 2003) (10 U.S.C. 2533a).

252.237-7019 Training for Contractor Personnel Interacting with Detainees (SEP 2005) (Section 1092 of Pub. L. 108-375).

252.247-7023 Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).

252.247-7024 Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631)

(End of clause)

EVIDENCE OF AUTHORITY

EVIDENCE OF AUTHORITY TO SIGN OFFERS

Reference the solicitation provision in Section I entitled "Signature Authority." Evidence of the authority of individuals signing offers to submit firm offers on behalf of the Offeror is required except for the owner in the case of sole proprietorships. When Contractor is a corporation, complete this certificate.

CERTIFICATE OF CORPORATE OFFICIAL/AGENT'S AUTHORITY TO BIND CORPORATION

I, Elena Fadairo, Secretary of NIKAL Business Solutions LLC

_____, a corporation created and organized under the law of the State of

Alabama, do hereby certify that Elena Fadairo is an official/agent

of said corporation and is empowered to represent, bind and execute contracts on behalf of said corporation,

subject to the following limitations: NONE
(if none, so state)

Witness my hand and the corporate seal of said corporation this 20 day of June, 2006.

(CORPORATE SEAL)

E. V. Fadairo
Secretary

When Contractor is a Partnership, Unincorporated Firm or a Corporation for which completion of the first statement would be impracticable, complete this certificate:

CERTIFICATE OF AUTHORITY TO BIND PARTNERSHIP

We, the undersigned, comprising the total membership of _____

_____, a partnership/unincorporated firm doing business

at _____,

do hereby certify that _____ is a _____
 of said firm and is empowered to represent, bind, and execute contracts on behalf of said partnership/
 unincorporated firm.

Witness our signatures, this _____ day of _____, 20 ____.

Members of Partnership/Unincorporated Firm:

CONTRACTOR REQUEST FOR WAIVER

Contractor Request for Waiver For Non-EPA Comprehensive Guideline Items¹

Contract No. _____

This form is to be completed by the contractor when items subject to ANAD's Affirmative Procurement (AP) Policy are not purchased. This form is required for all contracts (including services using such items). **NOTE: The Contractor must obtain signature of the Contracting Officer indicating concurrence of the waiver.**

INSTRUCTIONS

1. List the EPA Guidelines item(s)¹ not procured, check the appropriate justification(s), provide a written explanation and sign and date the form.
2. Obtain Contracting Officer for waiver concurrence.
3. Submit the original approved form to the Directorate of Contract and retain copy for Contractor files.
4. The Contracting Officer will provide a copy of the completed signed form to the Directorate of Risk Management Pollution Prevention Program Manager.

EPA Guideline item not purchased below (refer to EPA Guideline Items¹ list):

Products containing recovered materials and meeting ANAD's AP standards for the above EPA Guideline Items¹ were not obtained because items:

_____ Do not meet all reasonable performance specifications.

_____ Are not available within a reasonable period of time.

_____ Use of minimum content standards would result in inadequate competition.

_____ Products containing recovered materials would require paying a price premium.

5. Written Justification For Not Purchasing EPA Guideline Items¹ (continue on back if necessary):

Contractor Signature

Date

6. CONCURRENCE _____ DATE _____
Contracting Officer

7. DATE SUBMITTED TO THE POLLUTION PREVENTION MANAGER _____

¹ – Also referred to as recovered material content items

EPA GUIDELINE ITEMS

EPA Guideline Items (Recovered Materials Content) List

Paper and Paper Products <ul style="list-style-type: none"> • Printing and writing paper • Newsprint • Commercial sanitary tissue products • Paperboard and packaging products • Miscellaneous papers 	Transportation Products <ul style="list-style-type: none"> • Channelizers • Delineators¹ • Flexible delineators • Parking stops • Traffic barricades • Traffic cones
Vehicular Products <ul style="list-style-type: none"> • Engine coolants • Re-refined lubricating oils • Retread tires 	Landscaping Products <ul style="list-style-type: none"> • Garden and soaker hoses • Hydraulic mulch • Lawn and garden edging • Yard trimmings compost • Food waste compost • Landscaping timbers and posts (plastic lumber)
Construction Products <ul style="list-style-type: none"> • Building insulation products • Laminated paperboard • Structural fiberboard • Floor tiles (heavy duty or commercial) • Patio blocks • Carpet • Cement and concrete containing 	Non-Paper Office Products <ul style="list-style-type: none"> • Binders (paper, plastic covered) • Office recycling containers • Office waste receptacles • Plastic desktop accessories • Plastic envelopes • Plastic trash bags • Printer ribbons

fly ash • Cement and concrete containing ground granulated blast furnace slag • Shower and restroom dividers/partitions • Consolidated and reprocessed latex paint • Carpet cushion • Flowable fill • Railroad grade crossings/surfaces	• Toner cartridges • Binders (solid plastic) • Plastic clipboards • Plastic clip portfolios • Plastic file folders • Plastic presentation folders
Miscellaneous Products • Pallets • Sorbents • Awards and plaques • Industrial drums • Mats • Signage • Strapping and stretch wrap	Park and Recreation Products • Plastic fencing (used for erosion control or as a safety barrier at construction sites) • Playground surfaces • Running tracks • Park and recreational furniture • Playground equipment

List reflect EPA's changes effective as of January 2001

Refer to EPA's Comprehensive Procurement Guideline website for recovered materials content levels - www.epa.gov/cpg.

CONT AFFIRM PROCUREMENT REPORT

**CONTRACTOR AFFIRMATIVE PROCUREMENT REPORT FORM FOR
ESTIMATION OF RECOVERED MATERIAL CONTENT LEVELS
FOR EPA DESIGNATED ITEMS
(PER EXECUTIVE ORDER 13101)**

CONTRACTOR: _____

CONTRACT/DO #: _____

BLDG # (if applicable): _____

PROJECT MANAGER: _____

INSTRUCTIONS

1. Use this form to document estimation of recovered material content levels per FAR provision 52.223-9, "Certification and Estimate of Percentage of Recovered Material for EPA Designated Items."
2. Complete the table below for those EPA Designated Items used in performance of work under this contract/ delivery order that met or exceeded the minimum materials content levels (see 2nd column in table

- below). Provide the actual recovered material content (if different from 2nd column) and quantity for these items in the appropriate column, if available.
3. Mark each line with "N/A" for those item/s not used in the performance of this contract/delivery order.
 4. Note any exemptions in 5th column for each item for which a Contractor Waiver Form was previously submitted.
 5. Submit to the Contracting Officer at the completion of the contract.

RECYCLED OR RECOVERED PRODUCT	TOTAL RECOVERED MATERIALS CONTENT (RMC)	ACTUAL RMC (%)	QUANTITY USED	EXEMPTION (1,2,3)
Rock Wool Insulation	75%			
Fiberglass Insulation	20-25%			
Cellulose loose fill/Spray-on Insulation	75%			
Perlite Composition Board Insulation	23%			
Plastic Rigid Foam Insulation	9%			
Plastic Foam In Place Insulation	5%			
Plastic Foam, Glass Fiber Reinforced Insulation	6%			
Phenolic Rigid Foam Insulation	5%			
Structural Fiber Board	80-100%			
Laminated Paper Board	100%			
Cement/Concrete (FLYASH)	See www.epa.gov/cpg			
High Fly Ash Flowable Fills	95%			
Low Fly Ash Content Flowable Fill	6-14%			
Carpet (PET)	25-100%			
Bonded polyurethane Carpet Cushion	15-50%			
Jute Carpet Cushion	40%			
Synthetic fibers Carpet Cushion	100%			
Rubber Carpet Cushion	60-90%			
Rubber Plastic Patio Blocks	90-100%			
Rubber or Plastic Floor Tile	90-100%			
Steel Restroom Divider/Partition	15%			
Plastic Restroom Divider/Partition	20-100%			
Concrete Railroad Crossing	15-20%			
Rubber Railroad Crossing	85-95%			
Steel Railroad Crossing	25-30% BOF/100%EAF2			
Traffic cones made from PVC, LDPE, crumb Rubber	50-100%			
Traffic Barricades (Type I and II only) made from HDPE, LDPE, PET, steel, fiberglass	100%			
Channelizers, Plastic	25-95%			
Channelizers, rubber base	100%			
Delineators, plastic	25-90%			
Delineators, rubber base	100%			
Delineators, steel base	25-50%			
Flexible plastic delineators	25-85%			
Parking Stops, Plastic or Rubber	100%			

Parking Stops, Concrete containing coal fly ash	20-40%			
Parking Stops, Concrete containing Ground-Granulated Blast Furnace Slag	25-70%			
Playground Surfaces, including rubber or plastic	90-100%			
Plastic Fencing for use to control snow, drifting Sand, or as a safety barrier	90-100%			
Running Tracks. Including rubber or plastic	90-100%			
Plastic Park benches and Picnic Tables	100%			
Plastic composite Park benches and Picnic Tables	100%			
Aluminum Park benches and Picnic Tables	25%			
Concrete Park benches and Picnic Tables	15-40%			
Steel Park benches and Picnic Tables	25-30% BOF/100%EAF			
Plastics Playground Equipment	100%			
Plastic Composites Playground Equipment	95-100%			
Steel Playground Equipment	25-30% BOF/100% EAF			
Aluminum Playground Equipment	25%			
Garden hose, rubber or plastic	60-65% post consumer materials			
Soaker hose, rubber or plastic	60-70% post consumer materials			
Lawn/garden edging, plastic or rubber	30-100%			
Paper-based hydraulic mulch	100%			
Wood-based hydraulic mulch	100%			
Compost Purchase or use compost made from yard trimmings, leaves, grass clippings, and food waste	100%			
HDPE lumber timbers and posts	75-100%			
Mixed plastics/Sawdust lumber timbers and posts	100%			
HDPE/Fiberglass lumber timbers and posts	95%			
Other mixed resins lumber timers and posts	95-100%			
Latex Paint; white, off-white or pastel colors	20%			
Latex Paint; gray, brown, earth-tones, other dark colors	50-99%			
Consolidated Latex Paint (when color and performance doesn't matter)	100%			
Plastic Non-road Signs	80-100%			
Aluminum Signs	25%			
Plastic Sign Posts and Supports	80-100%			
Steel Sign Posts and Supports	25-30% BOF/100%EAF			
Awards and Glass	75-100			

Plaques	Wood	100%			
	Paper	40-100			
	Plastic and Plastic/ Wood Composite	50-100			

The following exemptions may apply to the non-procurement of recycled/recovered content materials:

1. The product is not available from a sufficient number of sources to maintain a sufficient level of competition (i. e., available from two or more sources) or is not available a reasonable price.
2. The product is not available within a reasonable period of time.
3. The product does not meet the performance standards in applicable specifications to fails to meet reasonable performance standards of the agency.

CERTIFICATION

I hereby certify the Statement of Work/Specifications for the requisition/procurement of all materials listed on this form comply with EPA standards for recycled/recovered materials content.

CONTRACTOR

DATE